CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000014059 Clean Harbors Environmental Services Co PO Box 3442 Boston MA 02241-3442 USA

Contract ID			Page
000000000000000000000000000000000000000	0000016145		1 of 3
Contract Dates		Origin	
09/01/2010 to 08/3	31/2012	CPS	
Description:		Contra	act Maximum
CPS-EMERGENCY	' RESPONSE & V	VASTE	\$150,000.00
Buyer Name	Buyer Phone	Contra	act Status
Dona Boslev	828-2217	Approv	ved .

Phone #:

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	HAZARDOUS WASTE AND UNIVERSAL WASTE	EA	0.01000	0.00	0.00

Contractor will ensure that all waste materials are appropriately sorted, packed, collected from the State Facility and transported to an approved recycling, treatment or disposal facility in accordance with all applicable regulations referenced in the RFP dated June 2, 2009

PRICE ADJUSTMENTS: BASE PRICE SHALL BE FIRM FOR THE INITIAL TWO YEAR CONTRACT. RECOVERY FEES HAVE BEEN WAVED AND NO FUEL SURCHARGE WILL BE ASSESED.

PRICING PER ATTACHMENT (B) PAYMENT TERMS NET 30.

2 EMERGENCY RESPONSE

EA 0.01000

0.00

0.00

Certain conditions require immediate emergency actions of limited scope and duration, to protect public health and the environment. The Contractor is required to respond within two hours of being contacted by the requesting Agency, equipment and personnel will be on-site and ready to begin work within two hours.

PRICE ADJUSTMENTS: BASE PRICE SHALL BE FIRM FOR THE INITIAL TWO YEAR CONTRACT. RECOVERY FEES HAVE BEEN WAVED AND NO FUEL SURCHARGE WILL BE ASSESED.

PRICING PER ATTACHMENT (B)

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT Contract # 16145 STANDARD CONTRACT FOR SERVICES

- 1. Parties. This is a contract for services between the State of Vermont, (hereafter called "State"), and Clean Harbors Environmental Services, with the principal place of business in Norwell, Ma., (hereafter called "Contractor"). Contractor's form of business organization is corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- 2. Subject Matter. The subject matter of this contract is services generally on the subject of Emergency Response, Hazardous Waste and Universal Waste Disposal. Detailed services to be provided by the contractor are described in Attachment A.
- 3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$150,000.00.
- 4. Contract Term. The period of contractor's performance shall begin on September 1, 2010 and end on August 31, 2012 with an option to renew for two additional one (1) year periods.
- 5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- 6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- 7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

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09/01/2010 to 08/3	31/2012	CPS		
Description:		Contract Maximum		
CPS-EMERGENCY RESPONSE & WASTE \$150,000.00				
Buyer Name	Buyer Phone	Contra	act Status	
Dona Bosley	828-2217	Approv	/ed	

Phone #:

Unit Max Max Line # Item ID Item Desc UOM Price Qty Amt

8. Clean Harbors Contract Terms. If Clean Harbors encounters (a) subsurface or latent physical conditions at the site which differ materially from those indicated by a reasonably diligent inspection or (b) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character as provided for in this Agreement and/or applicable purchase or work order and/or Scope of Work, equitable adjustment to the price and/or schedule shall be mutually agreed to by the parties before Clean Harbors shall proceed with the work.

During the term of this Agreement, Customer may, from time to time, provide to Clean Harbors certain waste materials. Waste materials to be handled pursuant to this Agreement shall be agreed upon in advance in writing by Clean Harbors and Customer. At the time Customer requests the Services of Clean Harbors, Customer shall provide a Waste Profile Sheet or similar document ("Waste Profile") to Clean Harbors completely and accurately describing the waste materials and its (their) characteristics, (Clean Harbors may need to supply documentation or expertise to help create this document). Upon approval by Clean Harbors, the Waste Profile shall be incorporated into and become a part of this Agreement.

Title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Customer to Clean Harbors at the time Clean Harbors takes possession of and removes waste materials from the place of transfer, or at the time Clean Harbors accepts delivery of the waste materials at its TSD facility, whichever is applicable. Waste materials which are discovered to be non-conforming may be rejected by Clean Harbors. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with Customer. Waste materials shall be considered non-conforming for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; or (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile, and such constituents, characteristics or properties increase the cost to Clean Harbors or increase the risk of hazard to human health or the environment from the handling, transportation, storage or disposal of such materials; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties.

Waste materials discovered by Clean Harbors to be non-conforming, if in Clean Harbors, possession shall be prepared for lawful transportation by Clean Harbors and returned to Customer within a reasonable time after rejection by Clean Harbors, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. Customer shall pay Clean Harbors at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials.

- 9. Attachments. This contract consists of forty-six (46) pages including the following attachments which are incorporated herein:
- Attachment A Specifications of Work to be Performed
- Attachment B Payment Provisions
- Attachment C Standard State Provisions for Contracts and Grants' a preprinted form (revision date 01/08/09)
- Attachment D Commodity Terms and Conditions 12/5/08
- 10. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
 - (3) Attachment D
 - (4) Attachment A
 - (5) Attachment B

COMPANY CONTACT:

Andy Johnson

Phone: 802-316-9231 [cell]

Fax: 603-224-6778

Johnson.andrew@cleanharbors.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DONA BOSLEY

SENIOR PURCHASING AGENT

PHONE: 802-828-2217

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Buyer Name	Buyer Phone	Cont	ract Status
Dona Bosley	828-2217	Annr	haved

Phone #:

				Unit	Max	c Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt
E 1 V .	000 000 0000					

802-828-2222 FAX: dona.bosley@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: